

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER WX04617Y2020T		PAGE OF 1 23			
2. CONTRACT NO. 70FA2020P00000028			3. AWARD/ EFFECTIVE DATE 6-19-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER		
6. SOLICITATION ISSUE DATE									
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Cindy Adams				b. TELEPHONE NUMBER (No collect calls) 301-447-1221		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY NETC DHS FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727			CODE NETC		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS PROGRAM <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> EDWOSB NAICS: 238330 SIZE STANDARD: \$16.5				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NETC DHS FEMA ATTN Valerie Benson BLDG I 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727			CODE NETC		16. ADMINISTERED BY NETC DHS FEMA ACQUISITION PREPAREDNESS SECTION BUILDING D - ACQUISITION 16825 SOUTH SETON AVENUE EMMITSBURG MD 21727				
17a. CONTRACTOR/ OFFEROR BLUE CONSTRUCTION SERVICES LLC ATTN SEPTEMBER BLUE 735 VANDERBILT TER SE LEESBURG VA 201754085			CODE 080548516		FACILITY CODE		18a. PAYMENT WILL BE MADE BY FEMA FINANCE CENTER PO BOX 9001 WINCHESTER VA 22604		
TELEPHONE NO. 7034857818									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
						23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 080548516 DO/DPAS Rating: NONE Delivery: 210 Days After Award BFY: 2020 Fund Code: FA Program: EE11 Organization: U230 Project: W61003 Object Class: 2584 Fund Type: D							
0001		Provide and Install Carpet in Bldgs. S,M,I,K-2nd Floor and C-East at the NETC Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						675,474.12	
25. ACCOUNTING AND APPROPRIATION DATA 2020-FA-EE11-U230-W61003-2584						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$675,474.12			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: quote OFFER DATED 06/11/2020. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	
					Kimberly A. Logue			6-19-2020	

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Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES AND/OR SERVICES TO BE FURNISHED

The contractor shall provide all labor, materials, and facilities, (except as may be expressly set forth as being furnished by the Government) necessary to furnish the items in accordance with the Statement of Work (SOW).

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
0001	Provide and Install Carpet in Bldgs. S, M, I, K-2 nd Floor and C-East at the NETC	1	JOB	(b) (4)
TOTAL PRICE				(b) (4)

B.2 CONSIDERATION -- FIXED-PRICE

The total firm fixed price of this order is \$ 675,474.12.

(Payments shall be made in accordance with the approved schedule of values)

B.3 PARTIAL PAYMENTS

Partial payments will be made upon the satisfactory completion and Government acceptance of deliverables required under this order for each building as specified below:

Provide & Install Carpet in Bldg. S	\$ (b) (4)
Provide & Install Carpet in Bldg. M	\$ (b) (4)
Provide & Install Carpet in Bldg. I	\$ (b) (4)
Provide & Install Carpet in Bldg. K-2 nd Floor	\$ (b) (4)
Provide & Install Carpet in Bldg. C-East	\$ (b) (4)

SECTION C – CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.228-5	INSURANCE-WORK ON GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE AND LOCAL TAXES	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul* 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug* 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805](#)[note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*)(Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282)([31 U.S.C. 6101](#) [note](#)).

___ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101](#)[note](#)).

___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct 2018*) ([41 U.S.C.2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-4](#).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).

- ___ (ii) Alternate I (Mar 2020).
- ___ (iii) Alternate II (*Nov* 2011).

- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (iii) Alternate II (*Mar* 2004) of [52.219-7](#).

- X (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (*Nov* 2016) of [52.219-9](#).
- ___ (iii) Alternate II (*Nov* 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Mar 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Aug 2018) of [52.219-9](#)

- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- X (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).

- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan* 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).

- X (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).

- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

- X (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).

- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).

- X (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).

- X (30) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
- ___ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).

- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (*July* 2014) of [52.222-35](#).

- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
- ___ (ii) Alternate I (July 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- X (35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).
- X (36) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*)(E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- X (45) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- X (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (*Jan* 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (*Jan* 2017) of [52.224-3](#).

X (48) [52.225-1](#), Buy American-Supplies (*May* 2014) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May* 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (*May* 2014) of [52.225-3](#).

___ (iii) Alternate II (*May* 2014) of [52.225-3](#).

___ (iv) Alternate III (*May* 2014) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (*Oct* 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June* 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov* 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov* 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb* 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan* 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct* 2018) ([31 U.S.C. 3332](#)).

___ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul* 2013) ([31 U.S.C. 3332](#)).

___ (59) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C. 3332](#)).

___ (60) [52.239-1](#), Privacy or Security Safeguards (*Aug* 1996) ([5 U.S.C. 552a](#)).

___ (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan* 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (*Apr* 2003) of [52.247-64](#).

___ (iii) Alternate II (*Feb* 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014)(E.O. 13495).

☒ (2) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).

☒ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

☐ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug* 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

☒ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May* 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

☐ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

☐ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).

☒ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).

☒ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).

☐ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct* 2015) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (*Oct* 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May* 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv) (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xx) (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section

862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of contract expiration.

C.5 PERIOD OF PERFORMANCE

The period of performance is 7 months after award.

C.6 IDENTIFICATION OF GOVERNMENT OFFICIALS

The Government Officials assigned to this task order are as follows:

Contracting Officer:

Name: Kimberly A. Logue
Phone: 301-447-1266
Email: kim.logue@fema.dhs.gov

Contract Specialist:

Name: Cindy Adams
Phone: 301-447-1221
Email: cindy.adams@fema.dhs.gov

Contracting Officer's Representative:

Name: Valerie Benson
Phone: 301-447-7576
Email: Valerie.benson@fema.dhs.gov

C.7 BILLING INSTRUCTIONS (JUN 2014)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at:

FEMA-Finance-Vendor-Payments@fema.dhs.gov

A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

C.8 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

Name: (b) (6)
Phone No. 703-485-7818
Email: (b) (6)@blueconstructionservices.com

C.9 INVOICE APPROVAL (JUN 2014)

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: Valerie Benson
Title: COR
Phone: 301-447-7576
Email: Valerie.benson@fema.dhs.gov

C.10 INVOICE INSTRUCTIONS (JUN 2014)

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date - leave blank.

(5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

C.11 WAGE DETERMINATION

In the performance of this order the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2015-4269, Rev. 12, dated April 23, 2020, which is contained as Attachment B to this solicitation.

C.12 INSPECTION AND ACCEPTANCE

Final inspection and acceptance shall be by the Contracting Officer or his/her duly authorized representative at:

Inspection: DHS/FEMA
16825 South Seton Avenue
Emmitsburg, MD 21727

Acceptance: Same address as above

For the purpose of this clause, the Contracting Officer's Representative (COR) named in the Designation of COR clause in this contract is the representative of the Contracting Officer. The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. Should such occur, the Contractor will be notified by a written notice.

C.13 SECTION 8(A) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the U.S. Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determination and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is the Washington Metropolitan District Office.

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquish of ownership and control.

C.14 UTILIZATION OF GOVERNMENT PROPERTY

The effort required to be accomplished under this contract must be performed at a Government owned facility. The Contractor, therefore, will be granted ingress and egress at the specific facility where effort is to be performed. While Contractor personnel are at the Government facility, they are required to comply with all rules and regulations of the facility, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of whether or not title to such property vests with the Government.

The property to which the Contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the Contractor. The Government property to which the Contractor will have access under this clause will be made available during the life of the Contract. In the event the Property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by any such delay, in accordance with the procedures provided for in the clause of this contract entitled, "Changes."

C.15 GOVERNMENT FURNISHED UTILITIES

The Government shall furnish to the Contractor, at date of award, electrical power and domestic water from "existing outlets". These utilities will be provided to the Contractor at no cost. However, electrical power for curing concrete will not be provided.

C.16 UTILITIES

(a) Interruptions of Utilities

(1) No utility services shall be interrupted by the Contractor to make connections, to relocate, or for any purpose without approval of the COR.

(2) Request for permission to shut down services shall be submitted in writing to the COR not less than 10 days prior to date of proposed interruption. The request shall include the following information:

- Nature of Utility (electric, sewer, water, roadway, etc.)
- Size of line and location of shutoff
- Buildings and services affected
- Hours and date of shutoff

Estimated length of time service will be interrupted

(3) Services shall not be shut off until receipt of approval of the proposed hours and date from the COR.

(4) Shutoffs which will cause interruption of Government work operations as determined by the COR shall be accomplished during regular non-work hours or non-work days of the using agency without any additional cost to the Government.

(5) Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay or to restore service without delay in event of emergency.

C.17 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract a least the kinds and minimum amounts of insurance required in paragraph (d) below.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State, in which this contract is to be performed, prescribed, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government Installation and shall require subcontractors to provide and maintain the insurance required in paragraph (d) below. At least 5 days before entry of each subcontractor's personnel on the Government Installation, the Contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current certificate of insurance, meeting the requirements of paragraph (b) above, for each such subcontractor.

(d) The following coverage is the minimum insurance required for work under this contract:

(1) Workers' Compensation and Employer's Liability

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational disease is not compensable under those statutes, it shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability

(a) The Contracting Officer requires bodily injury liability insurance coverage written on the comprehensive form of the policy of a least \$500,000.00 per occurrence.

(b) The Contracting Officer requires property damage liability insurance coverage written on the comprehensive form of the policy of at least \$500,000.00 per occurrence.

(3) Automobile Liability

The Contracting Officer requires automobile liability insurance written on the comprehensive form of the policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.18 FEMA STANDARD SECURITY LANGUAGE

Background Investigations

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed. FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

Low Risk without Information System Access

Contractor personnel occupying positions or performing functions with a Low Risk designation and who do not require access to DHS or FEMA information systems shall undergo a National Agency Check with Inquiries (NACI) and a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Low Risk with Information System Access

Contractor personnel occupying positions or performing functions with a Low Risk designation and who require access to DHS or FEMA information systems shall undergo a Moderate-Risk Background Investigation (MBI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Moderate Risk

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Moderate-Risk Background Investigation (MBI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

High Risk

Contractor personnel occupying positions or performing functions with a High Risk designation shall undergo a Background Investigation (BI) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

Background Investigation Process

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if

The investigation was completed within the last five years,

- It meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract,
- The contractor personnel have not had a break in employment since the prior favorable adjudication, and
- FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation.

FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email to the contractor personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies)
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the contractor personnel's background information reveals no issues of concern. In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the contractor personnel's security file and take no further action. In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable. The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

Continued Eligibility and Reinvestigation

Eligibility determinations based on a NACI, MBI or BI are valid for five years from the date that the investigation was completed and closed. Contractor personnel required to undergo a background investigation (NACI, MBI, or BI, as required) to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

Exclusion by Contracting Officer

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor to exclude from working on this contract any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency.

Facility Access

The Contractor shall comply with FEMA Directive 121-1 "FEMA Personal Identity Verification Guidance," FEMA Directive 121-3 "Facility Access," and FEMA Manual 121-3-1 "FEMA Credentialing Access Manual," to arrange for contractor personnel's access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days.

Contractor personnel shall not receive a FAC until they have submitted a SF 87, "Fingerprint Card," and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA's Office of the Chief Security Officer has determined to be a potential security threat.

Separation From Contract

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence. The Contractor must account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) must return such identification to FEMA as soon as any of the following occurs:

- When no longer needed for contract performance.
- Upon completion of a contractor employee's employment.
- Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel's failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

C.19 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference: [The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☐ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☐ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

[X] 3052.204-71 Contractor Employee Access.

- ☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☐ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)

☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)

☐ 3052.217-100 Guarantee. (USCG)

☐ 3052.219-70 Small Business Subcontracting Plan Reporting.

☐ 3052.219-71 DHS Mentor Protégé Program.

☒ 3052.228-70 Insurance.

☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)

☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)

☐ 3052.228-93 Risk and Indemnities. (USCG)

☐ 3052.236-70 Special Provisions for Work at Operating Airports.

☒ 3052.242-72 Contracting Officer's Representative.

☐ 3052.247-70 F.o.B. Origin Information.

☐ 3052.247-71 F.o.B. Origin Only.

☒ 3052.247-72 F.o.B. Destination Only.

SECTION D – CONTRACT DOCUMENTS/LIST OF ATTACHMENTS

List of Documents, Exhibits, and Other Attachments

ATTACHMENT NUMBER	TITLE	# OF PAGES
A	Statement of Work	3
B	Wage Determination	10